

December 31, 2018

Grace Jones, Chairperson  
Board of Public Utilities Commission  
Norwich Public Utilities  
16 South Golden Street  
Norwich, Connecticut 06360

Dear Chairperson Jones:

Please consider this letter as notice that I hereby submit my resignation as General Manager of Norwich Public Utilities ("NPU") effective on or before April 10, 2019.

As I reflect upon my nearly 30 year career as an employee of NPU, I am honored to have served the City of Norwich. As set forth in your last annual review of my performance, dated September 26, 2017, I have "done an outstanding job benefiting ratepayers and taxpayers greatly," during my nearly 16 years as General Manager of NPU through that date. Among the accomplishments cited by your review, "NPU contributed nearly \$100 million to the City to help pay for vital City services and reduce taxes" for the citizens of Norwich. Your evaluation also noted the "near perfect" recovery that NPU accomplished under my leadership in the "aftermath of Super Storm Sandy," in 2011, and that between February 2015 and January 2016 I served as City Manager at the request of the Mayor and City Council, assuming a "critical role without any additional compensation ... while maintaining an active role in the oversight of and management of NPU." Your review highlighted the fact that my "dual-role performance for the City saved the taxpayers of Norwich more than \$300,000." I am pleased to point out that the review also detailed ongoing improvements at NPU, including Community Solar Gardens, expansion of natural gas service throughout the City of Norwich, modernization of water infrastructure and a large-scale upgrade of the wastewater treatment plant. The 2017 evaluation also stated that under my leadership NPU received "the prestigious American Public Gas Association (APGA) System Operational Achievement Recognition (SOAR) for excellence in operating a gas utility on numerous occasions," and has been "routinely recognized with the RP3 Award from the American Public Power Association which recognizes utilities that demonstrate high proficiency in four areas – reliability, safety, work force development and system improvement," an award that "less than 100 utilities out of over 2000 public power companies nationwide" received "and the only one in Connecticut."

Thus, as my employment with NPU comes to an end, I am proud to have worked with an excellent team of employees at NPU and to have brought about these accomplishments with their assistance and wish them well.

Very truly yours,

John Bilda

## **GENERAL RELEASE AND SETTLEMENT AGREEMENT**

1. **PARTIES.** This General Release and Settlement Agreement ("Agreement") is made between **John F. Bilda ("Bilda"), General Manager of Norwich Public Utilities** and the **City of Norwich Board of Public Utilities Commissioners, an Agency of the City of Norwich ("NPUC")**. Bilda and NPUC are collectively referred to herein as the "**Parties.**"

2. **CONSIDERATION.**

A. In consideration of all the terms, conditions and undertakings by NPUC and Bilda, NPUC and Bilda agree to the following terms and conditions:

1. Bilda hereby releases NPUC and its directors, officers and employees, (collectively, the "NPUC Released Parties") from all claims and charges as set forth below in Paragraph 5 of this Agreement.

2. NPUC hereby releases Bilda and his heirs and executors (collectively, the "Bilda Released Parties") from all claims and charges as set forth below in Paragraph 6 of this Agreement.

B. In consideration of all the terms, conditions and undertakings by NPUC and Bilda, NPUC and Bilda agree to the following terms and conditions:

1. Bilda shall submit a letter of resignation to NPUC dated December 31, 2018, with an effective date no later than April 10, 2019 so as to ensure that Bilda is able to retire with 30 years of credited service. During the interim period of January 1, 2019 through April 10, 2019, Bilda shall not perform any duties associated with his position as General Manager and he shall be paid TEN (\$10.00) DOLLARS per month as wages with a per diem calculation based on 20 working days per month. However, NPUC shall continue to provide employee benefits to Bilda attributable to his employment with NPUC that Bilda would otherwise be entitled to as an employee of NPUC during the interim period of January 1, 2019 through April 10, 2019, such as health insurance benefits. Nothing in this Agreement shall prevent Bilda from working as a consultant during the period between January 1, 2019 and April 10, 2019, nor shall anything in this Agreement prevent Bilda from retiring on any date prior to April 10, 2019, should he choose to do so.
2. Bilda shall be considered to have retired in good standing and as such shall be entitled to all benefits attributable to that status, including payment of accrued sick leave time, vacation leave time, and pension contributions under both the City of Norwich Merit System Rules, 1983 Revision, as amended, and the Agreement between the City of Norwich, Connecticut Board of Public Utilities Commissioners and the City of Norwich Department of Public Utilities' Supervisory Employees' Association, Inc. Local 818, Council 4, AFSCME, AFL-CIO. In the event of a conflict between these two documents, Bilda shall be entitled to the more generous benefit. Such

benefits have been calculated as set forth in Exhibit A. NPUC agrees to pay the accumulated sick leave time, accumulated vacation leave time and pension contributions attributable to Bilda's retirement in good standing within seven days of the Effective Date of this Agreement. NPUC shall pay the accumulated sick leave time and accumulated vacation leave time, less required deductions for state income tax and federal income tax at no greater than the Supplemental Rate, by direct deposit to Bilda's bank account.

3. Upon Bilda's notification to NPUC of his intended retirement, Bilda shall be entitled to receive the insurance benefits set forth in paragraph 6 of the Employment Agreement between the Parties dated October 25, 2005, to wit: all of those benefits set forth in "An Ordinance Granting Certain Retiree Medical Insurance Benefits to Non-Bargaining Unit Department Heads." NPUC shall take appropriate steps to ensure that Bilda promptly receives this retirement benefit.
4. NPUC acknowledges that Bilda's annual earnings subject to pension for the years 2015, 2016, 2017 and 2018 are accurately set forth in the "Pension Reports" issued by Norwich Public Utilities to Bilda and the City of Norwich as set forth in Exhibit B attached hereto.
5. NPUC acknowledges that any and all amounts of wages and benefits paid to Bilda throughout his employment and up to the effective date of his resignation, including annual wages, employment benefits, car allowances, expense reimbursement, life insurance premium payments, and other wage payments and/or compensation, such as bonus payments, were implemented by NPUC's Board of Directors, either as an action of the Board pursuant to Chapter XII, Section 4 of the City of Norwich Charter, or by ratification by acceptance of Bilda's services, and that no action whatsoever shall be taken by NPUC, directly or indirectly, to disavow such action of the Board or to attempt to claw back or deny Bilda the benefits of any such payments. Payments made by Bilda into the City of Norwich's Deferred Compensation Plan in accordance with said plan as paycheck contributions shall be considered "deferred compensation" under the terms of said plan.
6. NPUC agrees that its Board members who are appointed to serve as Board members of the Connecticut Municipal Electric Energy Cooperative ("CMEEC") Board of Directors shall vote to support any motion or resolution that entitles Bilda to indemnification or advancement of funds in connection with the defense of any claim, civil or criminal, related to Bilda's prior service as a member of the CMEEC Board of Directors at the direction of NPUC.
7. NPUC will pay Bilda the aggregate sum of THRITY FIVE THOUSAND DOLLARS (\$35,000.00), as follows:
  - a. NPUC will issue a check made payable to Bilda in the amount of EIGHTEEN THOUSAND (\$18,000) DOLLARS, for Bilda's claim for compensatory damages, including emotional

distress and loss of enjoyment of life and such amount will be reported on an IRS Miscellaneous Income Form 1099 issued to Bilda checking Box 3 "Other" for such disbursement.

- b. NPUC will issue a check made payable to Bilda's counsel, Madsen, Prestley & Parenteau LLC, in the amount of SEVENTEEN THOUSAND (\$17,000) DOLLARS for Bilda's claim for attorney's fees and costs, and such amount will be reported on an IRS Miscellaneous Income Form 1099 issued to Bilda and Madsen, Prestley & Parenteau, LLC checking Box 3 "Other" for such disbursement.
- c. Bilda's counsel shall furnish NPUC with a completed and signed IRS Form W-9 for Bilda and a completed and signed IRS Form W-9 for Madsen, Prestley & Parenteau LLC.
- d. NPUC agrees that the payment of attorneys' fees and costs are intended to pay for or reimburse attorneys' fees and costs to Bilda in accordance with 26 U.S.C. § 62(a)(20).
- e. NPUC agrees that the payments to Bilda and Madsen, Prestley & Parenteau LLC shall be made within seven (7) calendar days of the Effective Date of this Agreement by delivering said checks to Jacques J, Parenteau, c/o Madsen, Prestley & Parenteau LLC, 105 Huntington Street, New London, Connecticut 06320.

C. Bilda acknowledges that the consideration described in paragraph 2.B.7 of this Agreement is above and beyond the other consideration otherwise owed to Bilda under the terms of his employment with NPUC.

- 3. **NON-ADMISSION**. This Agreement is for the purpose of avoiding controversy and litigation between the Parties and does not constitute an admission by NPUC or Bilda in any respect, including, but not limited to, that either NPUC or Bilda has violated any law, interfered with any rights, breached any obligation or otherwise engaged in any improper or illegal conduct, and NPUC and Bilda expressly deny that either has engaged in any such conduct. This Agreement shall not be admissible as evidence in any federal, state, municipal or administrative proceeding, except that NPUC or Bilda may submit this Agreement to the appropriate court in the event of a breach or threatened breach of this Agreement.
- 4. **NON-DISPARAGEMENT**. Bilda agrees that he will not make any verbal or written disparaging, demeaning or defamatory comments, remarks or statements concerning NPUC. NPUC agrees that its directors, officers, employees and agents shall not make any verbal or written disparaging, demeaning or defamatory comments, remarks or statements concerning Bilda. In the event that NPUC receives a request for a reference or information concerning Bilda's employment, NPUC shall confine its response to information permitted by the Connecticut Personnel Records Act, Connecticut General Statutes § 31-128f. Nothing in this Agreement shall prevent Chairperson Grace S. Jones from providing Bilda with a letter of recommendation upon Bilda's request.

5. **GENERAL RELEASE BY BILDA.** Bilda hereby releases, waives, surrenders and discharges NPUC and all of the NPUC Released Parties, both individually and collectively, from all claims, liabilities, demands, and causes of action at law or equity, known or unknown, fixed or contingent, matured or unmatured, which Bilda, Bilda's heirs, executors, administrators, agents, attorneys, representatives, assigns, or anyone acting on Bilda's behalf has, may have, will have, or claims to have against NPUC and/or any of the NPUC Released Parties based on any event or circumstance arising or occurring prior to and including the date of Bilda's execution of this Agreement, including, but not limited to, any claims relating to Bilda's employment or termination from employment, any rights of continued employment, reinstatement or reemployment, and any costs or attorneys' fees incurred by Bilda; PROVIDED, HOWEVER, that Bilda is not waiving, releasing or giving up any rights he may have to test the knowing and voluntary nature of this Agreement under the Older Workers Benefit Protection Act ("OWBPA") or to enforce the terms of this Agreement; AND PROVIDED FURTHER that Bilda is not waiving or releasing any claims for vested benefits under any retirement, health or pension plan, nor is he releasing any claims that cannot be lawfully waived, including claims for Worker's Compensation benefits that must be approved by the Worker's Compensation Commission pursuant to Connecticut General Statutes § 31-296. Nothing in this Agreement prohibits Bilda from filing a charge or complaint with, or participating in, any investigation or proceeding conducted by the EEOC or any other federal, state or local agency charged with the enforcement of any laws related to employment, although by signing this Agreement, Bilda waives the right to monetary relief in any such charge or complaint, except where prohibited by law. FURTHER, Bilda agrees and understands he is waiving and giving up any rights and claims against NPUC and all of the NPUC Released Parties, both individually and collectively, arising under federal, state, or local constitutions, statutes, regulations, ordinances or common laws including, but not limited to, the following: The Connecticut Fair Employment Practices Act, Conn. Gen. Stat. § 46a-51 *et seq.*; The Connecticut Family Medical Leave Act, Conn. Gen. Stat. § 31-51kk *et seq.*; Conn. Gen. Stat. § 31-51m or § 31-51q; Conn. Gen. Stat. § 31-290a; Title VII of The Civil Rights Act of 1964, as amended by The Civil Rights Act of 1991, 42 U.S.C. § 2000e *et seq.*; the Civil Rights Acts of 1866 and 1871, 42 U.S.C. §§ 1981, 1982, 1983, 1985, and 1986; The Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act ("OWBPA"), 29 U.S.C. § 621 *et seq.*; The Equal Pay Act of 1963, 29 U.S.C. § 206(d); The Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; 42 USC §1395y(b)(3)(A) *et seq.*; The Family Medical Leave Act of 1993, 29 U.S.C. § 2601 *et seq.*; any claims under common law or any and all other claims which may exist, whether in contract, express or implied, oral or written, or in tort, including, but not limited to, breach of contract, defamation, breach of an implied covenant of good faith and fair dealing, any claims of bad faith, estoppel, infliction of emotional distress, or any claim of wrongful or retaliatory discharge. Bilda further agrees this Agreement is intended to be a general release that permanently extinguishes all of Bilda's claims against NPUC and all of the NPUC Released Parties, both individually and collectively (except for the claims expressly excluded by the proviso above), to the fullest extent permitted by law.
6. **GENERAL RELEASE BY NPUC.** NPUC hereby releases, waives, surrenders and discharges Bilda and all of the Bilda Released Parties, both individually and collectively, from all claims, liabilities, demands, and causes of action at law or equity, known or

unknown, fixed or contingent, matured or unmatured, which NPUC, its directors, officers, employees and agents, assigns, or anyone acting on NPUC's behalf has, may have, will have, or claims to have against Bilda and/or any of the Bilda Released Parties based on any event or circumstance arising or occurring prior to and including the date of NPUC's execution of this Agreement, including, but not limited to, any claims relating to Bilda's employment, compensation, or termination from employment, and any costs or attorneys' fees incurred by NPUC; PROVIDED, HOWEVER, that NPUC is not waiving, releasing or giving up any rights to enforce the terms of this Agreement. NPUC further agrees this Agreement is intended to be a general release that permanently extinguishes all of NPUC's claims against Bilda and all of the Bilda Released Parties, both individually and collectively, to the fullest extent permitted by law.

7. **RELEASE AND WAIVER OF AGE DISCRIMINATION CLAIMS.** Because this Agreement includes a release and waiver of claims under the Age Discrimination in Employment Act ("ADEA"), Bilda is entitled to certain disclosures to ensure that his release and waiver of age discrimination claims is knowing and voluntary.
- a. Bilda is advised to consult with an attorney before signing this Agreement.
  - b. Bilda has been given a period of no less than twenty-one (21) days ("twenty-one day period") from the date on which he received this Agreement to review and sign the Agreement.
  - c. Bilda may elect to sign and return this Agreement to NPUC at an earlier time. Bilda acknowledges that to the extent he agrees to execute this Agreement prior to the expiration of the twenty-one day period, he has voluntarily and knowingly determined not to take advantage of this right and no one has exerted any pressure on him to execute this Agreement without taking full advantage of this right. Bilda agrees to either notify NPUC of his decision not to execute this Agreement, upon which time this Agreement shall become null and void, or return a fully executed counterpart of this Agreement to NPUC.
  - d. Even if Bilda signs this Agreement as provided above, he may still render this Agreement null and void by revoking his signature within seven (7) calendar days following the date he signs this Agreement ("Revocation Period"). If Bilda decides to exercise his right to revoke his signature, he will so notify NPUC by delivering written revocation such that it is received by NPUC at 16 South Golden Street, Norwich, Connecticut 06360, on or before the expiration of the Revocation Period.
  - e. This Agreement shall not be effective or enforceable until the seven-(7) day Revocation Period has expired (the "Effective Date"), provided that during such time Bilda does not revoke his acceptance, and no payments due hereunder shall be made prior to the Effective Date. If Bilda revokes this Agreement, the parties shall have no obligations under this Agreement, and this Agreement shall be considered null and void.

8. **SEVERABILITY**. This Agreement shall be construed and interpreted so as to be enforceable to the fullest extent permitted by law. The Parties acknowledge that except for paragraphs 2, 5 and 6, in the event that any term or provision of this Agreement is invalid or unenforceable, that term or provision shall be deemed severed and the balance of this Agreement shall remain in force and effect.
9. **ENTIRE AGREEMENT**. This Agreement constitutes the full and complete understanding between the Parties concerning its subject matter and supersedes any and all prior agreements or understandings with respect to its subject matter.
10. **NO WAIVER OF TERMS**. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any such term, covenant, or condition, nor shall any failure at any one time or more times be deemed a waiver or relinquishment at any other time or times of any right under the terms, covenants, or conditions hereof.
11. **MODIFICATIONS**. No modification to or amendment of this Agreement shall be effective unless the same be in a writing duly executed by the Parties.
12. **GOVERNING LAW**. This Agreement shall be deemed to be made and entered into in the State of Connecticut, and shall in all respects be interpreted, enforced and governed under the laws of Connecticut, without regard to conflict of law principles. The parties agree that any dispute arising under this Agreement shall be resolved in a state or federal court in Connecticut, and consent to the jurisdiction of such courts.
13. **CONSTRUCTION**. No party shall be entitled to have any wording of this Agreement construed against any other party in the event of any dispute arising in connection with this Agreement.
14. **CAPTIONS**. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement.
15. **EXECUTION**. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties affix their signatures hereto this 22<sup>nd</sup> day of January 2019:

**JOHN F. BILDA**

John F. Bilda

**CITY OF NORWICH BOARD OF PUBLIC  
UTILITIES COMMISSIONERS**

By: \_\_\_\_\_

Grace S. Jones,  
Its Chairperson

## **EXHIBIT A**

- A. 864 hours sick time.
- B. 296 hours vacation time.
- C. \$1,000.00 pension contribution.



**EXHIBIT B**

NORWICH PUBLIC UTILITY  
PENSION REPORTS  
FOR  
JOHN BILDA  
2015 to 2018



Norwich  
Public Utilities

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# PENSION REPORTS FOR - JOHN F BILDA - 00010

Start Date: 7/18/1988

1

## EARNINGS THROUGH 12/26/2015

From 01/08/2015 To 12/31/2015  
Paid Date:

## PENSION CONTRIBUTIONS THROUGH 12/26/2015

From 01/08/2015 To 12/31/2015  
Paid Date:

Pay Code	Hours	Wages
GMFUND	1.00	\$6,521.74
HOL	88.00	\$7,987.76
PERSLV	60.00	\$5,446.20
SICK	12.00	\$1,089.24
STHW	1744.00	\$158,302.88
VAC	296.00	\$26,867.92
Total:	2201.00	\$206,215.74

Pay Code	Wages
8%414H	\$16,497.06
PENSION CONTRIBUTIONS:	\$16,497.06

## L-T-D CONTRIBUTIONS THROUGH 12/26/2015

DEDUCTION	TOTAL
AFTER-TAX STPEN	\$15,058.29
Total:	\$15,058.29
PRE-TAX 6%414H	\$3,643.40
7%414H	\$82,410.48
8%414H	\$104,665.36
Total:	\$190,719.24
Total:	\$205,777.53



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# PENSION REPORTS FOR - JOHN F BILDA - 00010

Start Date: 7/18/1988

1

## EARNINGS THROUGH 12/24/2016

From 01/07/2016 To 12/29/2016  
Paid Date:

## PENSION CONTRIBUTIONS THROUGH 12/24/2016

From 01/07/2016 To 12/29/2016  
Paid Date:

Pay Code	Hours	Wages
GMFUND	1.00	\$6,521.74
HOL	80.00	\$7,261.60
PERSLV	24.00	\$2,178.48
STHW	1784.00	\$161,933.68
VAC	192.00	\$17,427.84
Total:	2081.00	\$195,323.34

Pay Code	Wages
8%414H	\$15,625.80
PENSION CONTRIBUTIONS:	\$15,625.80

## L-T-D CONTRIBUTIONS THROUGH 12/24/2016

DEDUCTION	TOTAL
AFTER-TAX STPEN	\$15,058.29
Total:	\$15,058.29
PRE-TAX 6%414H	\$3,643.40
7%414H	\$82,410.48
8%414H	\$120,291.16
Total:	\$206,345.04
Total:	\$221,403.33



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# PENSION REPORTS FOR - JOHN F BILDA - 00010

Start Date: 7/18/1988

## EARNINGS THROUGH 12/23/2017

From 01/12/2017 To 12/28/2017  
Paid Date:

## PENSION CONTRIBUTIONS THROUGH 12/23/2017

From 01/12/2017 To 12/28/2017  
Paid Date:

Pay Code	Hours	Wages
1.SHW	26.00	\$3,540.16
2XHW	29.50	\$5,355.43
GMFUND	1.00	\$6,521.74
HOL	88.00	\$7,987.76
SICK	232.00	\$21,058.64
STHW	1480.00	\$134,339.60
VAC	256.00	\$23,237.12
Total:	2112.50	\$202,040.45

Pay Code	Wages
8%414H	\$16,163.29
PENSION CONTRIBUTIONS:	\$16,163.29

L-T-D CONTRIBUTIONS THROUGH 12/23/2017		
DEDUCTION	STPEN	TOTAL
AFTER-TAX		\$15,058.29
Total:		\$15,058.29
PRE-TAX	6%414H	\$3,643.40
	7%414H	\$82,410.48
	8%414H	\$136,454.45
Total:		\$222,508.33
		\$237,566.62

## PENSION REPORTS FOR - JOHN F BILDA - 00010

Start Date: 7/18/1988

### EARNINGS THROUGH 12/22/2018

From 01/11/2018 To 12/27/2018  
Paid Date:

Pay Code	Hours	Wages
1.5HW	0.00	\$150.02
2XHW	0.00	\$227.15
GMFUND	2.00	\$48,748.39
HOL	88.00	\$8,819.36
PAIDL	200.00	\$18,924.00
SICK	0.00	\$893.20
STHW	1476.00	\$148,406.32
VAC	316.00	\$31,409.12
<b>Total:</b>	<b>2082.00</b>	<b>\$257,577.56</b>

### PENSION CONTRIBUTIONS THROUGH 12/22/2018

From 01/11/2018 To 12/27/2018  
Paid Date:

Pay Code	Wages
8%414H	\$5,375.55
8.5%PN	\$15,860.96
PENRTO	\$979.39
<b>PENSION CONTRIBUTIONS:</b>	<b>\$22,215.90</b>



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# **PENSION REPORTS FOR - JOHN F BILDA - 00010** **Start Date: 7/18/1988**

## **L-T-D CONTRIBUTIONS THROUGH 12/22/2018**

DEDUCTION		TOTAL
AFTER-TAX	STPEN	\$15,058.29
	Total:	\$15,058.29
PRE-TAX	6%414H	\$3,643.40
	7%414H	\$82,410.48
	8%414H	\$141,830.00
	8.5%PN	\$15,860.96
	PENRTO	\$979.39
	Total:	\$244,724.23
	Total:	\$259,782.52